



February 7, 2003

direct dial: 713.650.2761  
klee@winstead.com

**VIA OVERNIGHT DELIVERY**

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street NW  
Suite 700  
Washington, D.C. 20423-001

RECORDATION NO. 23751-A FILED

FEB 11 '03 1-59 PM

**SURFACE TRANSPORTATION BOARD**

Re: STERLING BANK/JACQUELINE R. GOETTSCHKE LES ANNES TRENT  
TRUST

Dear Mr. Williams:

On behalf of Sterling Bank, I hereby submit for filing and recording two (2) executed originals of a secondary document, entitled Ratification of Previously Executed Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement ("Ratification") dated as of January 30, 2003. The Ratification is an amendment and ratification to that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated October 24, 2001 between JACQUELINE R. GOETTSCHKE LES ANNES TRENT TRUST, as Mortgagor, and STERLING BANK, as Mortgagee, which was duly filed on December 5, 2001 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 23751.

The parties to the Ratification are:

JACQUELINE R. GOETTSCHKE LES ANNES TRENT TRUST  
19022 Waterford Cove Dr.  
Houston, Texas 77094

STERLING BANK, as Mortgagee  
2201 Mangum Road  
Houston, Texas 77292-4009

2400 BANK ONE CENTER  
910 TRAVIS STREET  
HOUSTON, TEXAS 77002

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Attorneys and Counselors  
A Professional Corporation

Austin, Dallas, Fort Worth,  
Houston, Mexico City,  
The Woodlands, Washington DC

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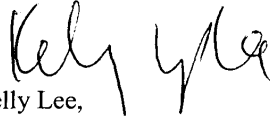
The said Ratification affects the following collateral:

GLNX #23153  
GLNX #23214  
GLNX #24121  
GLNX #24128

Enclosed is a check in the amount of \$30.00 in payment of the filing fee. The file-stamped copy of the Ratification should be returned to the undersigned at 910 Travis, Suite 2400, Houston, Texas 77002.

Thank you for your assistance and don't hesitate to contact me at (713) 650-2761 if you have any questions or need additional information.

Very truly yours,

  
Kelly Lee,  
Paralegal

Enclosures

cc: Mitchell S. Schulman (w/o enclosures)  
James W. Doyle, Esq. (Firm)

HOUSTON\_1\628208\1  
20233-43 02/06/2003

**RATIFICATION OF PREVIOUSLY EXECUTED RAILROAD CAR  
MORTGAGES, SECURITY AGREEMENTS, ASSIGNMENTS OF  
INTEREST IN LEASES AND FINANCING STATEMENTS**

This is a secondary document and is a ratification of that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated October 24, 2001 between the JACQUELINE R. GOETTSCHKE LES ANNES TRENTÉ TRUST, as Debtor, and Sterling Bank, as Secured Party, which was duly filed on December 5, 2001 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 23751.

MORTGAGOR: JACQUELINE R. GOETTSCHKE LES ANNES TRENTÉ TRUST  
19022 Waterford Cove Dr.  
Houston, Texas 77094

MORTGAGEE: STERLING BANK  
2201 Mangum Road  
Houston, Texas 77292-4009

COLLATERAL: Railroad cars bearing the numbers below:  
  
GLNX #23153  
GLNX #23214  
GLNX #24121  
GLNX #24128

HOUSTON\_1\626339\1  
20233-43 01/29/2003

RECORDATION NO. 23751-A FILED

FEB 11 '03 1-59 PM

SURFACE TRANSPORTATION BOARD

**RATIFICATION OF PREVIOUSLY EXECUTED  
RAILROAD CAR MORTGAGES, SECURITY AGREEMENTS, ASSIGNMENTS OF  
INTEREST IN LEASES AND FINANCING STATEMENTS**

This Ratification, dated as of the 30 day of January, 2003, is by and between JACQUELINE R. GOETTSCHKE LES ANNES TRENTÉ TRUST (hereinafter referred to as the "Pledgor"), whose address for notice purposes is 19022 Waterford Cove Dr., Houston, Texas 77094, for the benefit of STERLING BANK, a Texas banking association (the "Secured Party") whose address is 2201 Mangum Road, Houston, Texas 77292-4009.

**R E C I T A L S:**

WHEREAS, the Pledgor has heretofore executed that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated as of October 24, 2001 (as the same may have been previously ratified and amended, "Security Agreement A") covering and describing four (4) rail cars and management agreements related thereto ("Collateral A"), and that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated as of April 23, 2001 (as the same may have been previously ratified and amended, "Security Agreement B") covering and describing two (2) rail cars and management agreements related thereto ("Collateral B"), (Security Agreement A and Security Agreement B are collectively referred to as the "Security Agreement" and Collateral A and Collateral B are collectively referred to as the "Collateral");

WHEREAS, the Security Agreement was executed and delivered to secure the payment of certain obligations of the Pledgor, including that certain promissory note dated as of October 24, 2001 in the maximum principal sum of \$100,000.00 ("Note A"), and that certain promissory note dated as of April 23, 2001 in the maximum principal sum of \$60,000.00 ("Note B") (Note A and Note B are collectively referred to herein as the "Notes");

WHEREAS, the benefits of the Secured Party under the Security Agreement and the Notes are still owned and held by the Secured Party;

WHEREAS, as of the date hereof, the Pledgor has obtained additional funds from Secured Party, as evidenced by a Term Promissory Note in the original principal amount of \$100,000.00 ("Note C"), executed by the Pledgor and Jacqueline R. Goettsche, individually, and payable to the order of the Secured Party, and Pledgor desires to amend the Security Agreement to include Note C in the definition of Indebtedness (as defined in the Security Agreement);

WHEREAS, in connection therewith, Pledgor desires to ratify the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by the Pledgor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Pledgor, the Pledgor hereto agrees as follows:


1. NEW LOAN. Pledgor and Jacqueline R. Goettsche, individually, have requested a loan in the amount of \$100,000.00 from Secured Party, which shall be evidenced by Note C ("New Loan"). In partial consideration of the representation and warranties contained

herein, the Secured Party has agreed to make the New Loan to the Pledgor and Jacqueline R. Goettsche, individually.

2. WARRANTIES, REPRESENTATIONS AND COVENANTS. The warranties, representations and covenants of Pledgor contained in the Security Agreement are hereby remade by the Pledgor to the Secured Party and are in full force and effect as of the date hereof.
3. REAFFIRMATION OF SECURITY AGREEMENT. To secure the secured indebtedness described in the Security Agreement, including the indebtedness evidenced by Note C (as added hereby), Pledgor has granted, assigned, transferred and conveyed and by these presents does grant, assign, transfer and convey a security interest in and to the Collateral for the benefit of Secured Party.
4. TERMS DEFINED. As used herein, all terms not defined herein shall have the meaning ascribed to them in the Security Agreement.
5. MISCELLANEOUS. This Agreement shall be considered as an amendment and ratification to the Security Agreement, and except as herein expressly amended, the Security Agreement is hereby ratified, approved and confirmed in every respect, all references to the foregoing Security Agreement and any documents heretofore executed or hereafter executed shall be deemed to refer to the Security Agreement as amended by this instrument.

[Signature pages to follow]

EXECUTED by the Pledgor as of the date first above written.

  
JACQUELINE R. GOETTSCHKE, as Trustee  
for the JACQUELINE R. GOETTSCHKE  
LES ANNES TRENTÉ TRUST

STATE OF TEXAS

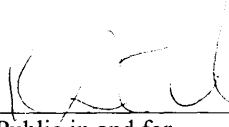
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COUNTY OF HARRIS

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On this 30 day of January, 2002, before me personally appeared JACQUELINE R. GOETTSCHKE, to me personally known, who being by me duly sworn, says that she is the Trustee of the JACQUELINE R. GOETTSCHKE LES ANNES TRENTÉ TRUST and she acknowledged that the execution of the foregoing instrument was the free act and deed of said trust.

  
Notary Public in and for  
the State of Texas

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